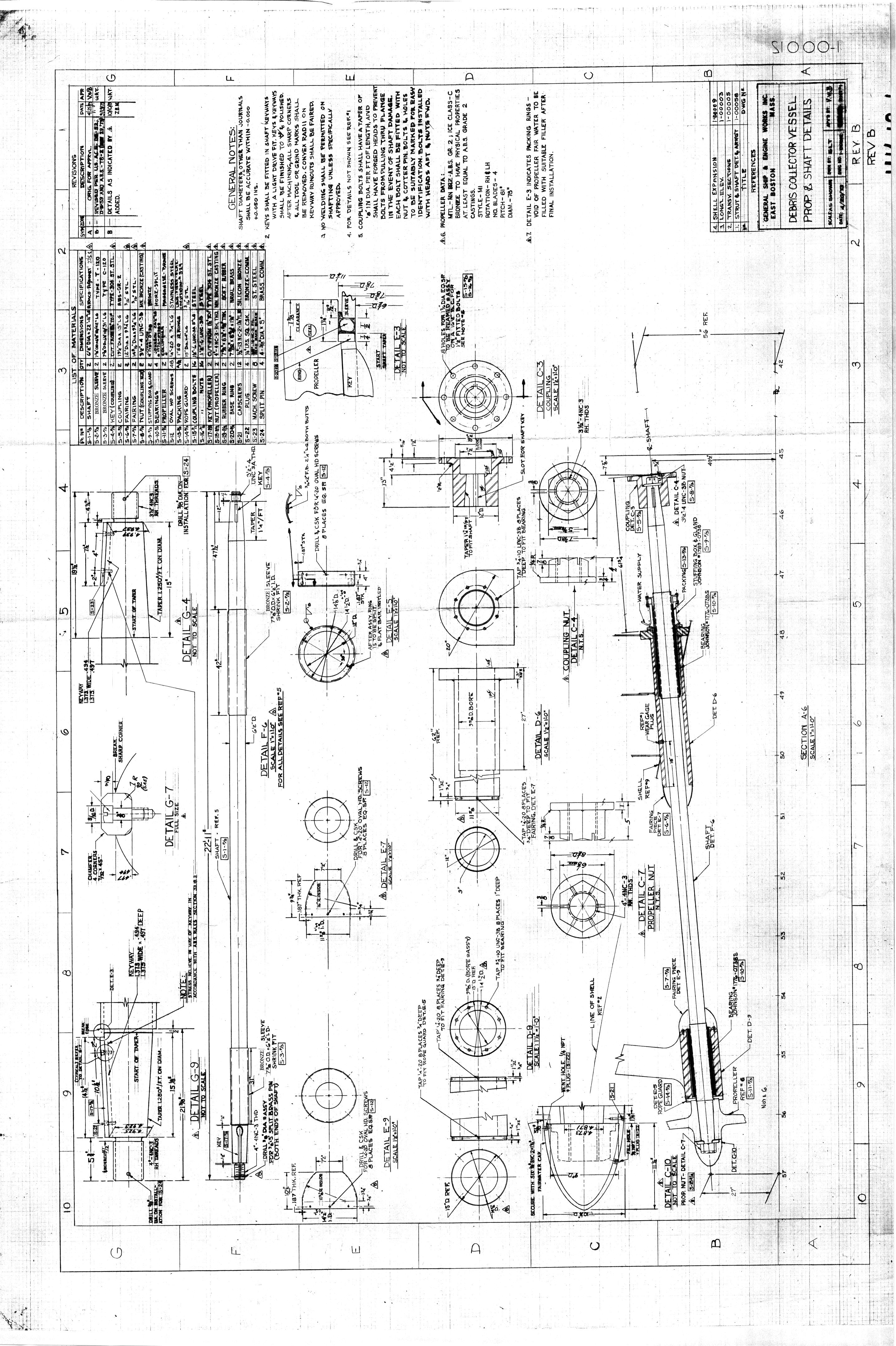
SOLICITATION/CON	TRACT/ORDER I			1. REQUISIT W16ROE-51	ION NUMBER 99-6087		F	PAGE 1 OF 13
2. CONTRACT NO.	3. AWARD/EFF		ER NUMBER		5. SOLICITAT	ION NUMBER		SOLICITATION ISSUE DATE 4-Sep-2005
7. FOR SOLICITATION INFORMATION CALL:	a. NAME LORETTA E	DADDIS			b. TELEPHON	NE NUMBER (No C	ollect Calls) 8.	OFFER DUE DATE/LOCAL TIME 2:00 PM 23 Sep 2005
9. ISSUED BY USA ENGINEER DISTRICT ATTN:CENAN-CT ROOM 184 26 FEDERAL PLAZA NEW YORK NY 10278	CODE V	V912DS	10. THIS ACQU X UNRESTR SET ASIDE	ICTED	% FOR	8182 11. DELIVERY I DESTINATION I BLOCK IS MARI SEE SCHE	FOR FOB 12 JNLESS KED	2. DISCOUNT TERMS
			HUBZO 8(A)	ONE SMALL	BUSINESS		CONTRACT IS AS (15 CFR 7)	A RATED ORDER 00)
			NAICS: 33661	1		13b. RATING		
TEL: 212-264-0238 FAX: 212-264-3013			SIZE STANDA			14. METHOD OI	F SOLICITATION IFB	ON RFP
15. DELIVER TO	CODE		16. ADMINISTE	RED BY			CODE	Ε
SEE SCH	EDULE							
17a.CONTRACTOR/OFFERO	OR C	CODE	18a. PAYMENT	WILL BE M	MADE BY		COD	Е
TEL.	FAC COI	ILITY DE						
17b. CHECK IF REMITT SUCH ADDRESS IN O		AND PUT	18b. SUBMIT I BELOW IS CH			SS SHOWN IN I DENDUM	BLOCK 18a. l	JNLESS BLOCK
19. ITEM NO.	20. SCHEDUL	E OF SUPPLIES/ SE	RVICES	21	. QUANTITY	′ 22. UNIT	23. UNIT PRI	CE 24. AMOUNT
	;	SEE SCHEDULE	I					
25. ACCOUNTING AND APP	PROPRIATION DATA					26. TOTAL	AWARD AMOU	JNT (For Govt. Use Only)
27a. SOLICITATION INC								RE ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETUR TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DEL SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDIT SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				DELIVER ALL ITEMS OFFER DATED . YOUR OFFER ON SOLICITATION				
30a. SIGNATURE OF OFFE	EROR/CONTRACTOR		31a.UNITED	STATES OF	F AMERICA (\$	SIGNATURE OF CC	ONTRACTING OF	FICER) 31c. DATE SIGNED
30b. NAME AND TITLE OF (TYPE OR PRINT)	SIGNER	30c. DATE SIGNE	D 31b. NAME	OF CONTRAC	CTING OFFICE	R (TYPE C	PR PRINT)	



SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PA	AGE 2 OF 13			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTI	ΓY 22. UNIT	23. UNIT F	PRICE	24. AMOUNT		
19. ITEM NO.					RVICES		21. QUANTIT	TY 22. UNIT	23. UNIT F	PRICE	24. AMOUNT
32a. QUANTITY IN	COLUI	MN 21 HA	S BEEN				1	l .	1		1
RECEIVED	INSPE	CTED	ACCEPTED, AND CONFO	ORMS TO THE	CONTRAC	CT EXCEP	T AS NOTED.				
32b. SIGNATURE REPRESENT		HORIZE		32c. DATE	<u> </u>	32d. PRIN		TITLE OF AUTH	ORIZED GO\	/ERNME	NT
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE								
						32g. E-MA	AIL OF AUTHOR	IZED GOVERNME	NT REPRES	ENTATIV	Έ
33. SHIP NUMBER	FINAL	34. VOU	CHER NUMBER	35. AMOUNT V CORRECT		36	. PAYMENT	E PARTIAL	FINAL	37. CHE	CK NUMBER
38. S/R ACCOUNT		ER 39. S	S/R VOUCHER NUMBER	40. PAID BY							
			CORRECT AND PROPER		∏42a. RE	CEIVED B	(Print)				
41b. SIGNATURE /	AND TIT	LE OF CI	ERTIFYING OFFICER	41c. DATE							
			42b. RE	CEIVED A	Γ(Location)						
			42c. DA	TE REC'D	(YY/MM/DD)	42d. TOTAL CON	TAINERS				

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Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001	SUPPLIES/SERVICES HAYWARD PROPULSION FFP HAYWARD PROPULSION PURCHASE REQUEST NU	N SHAFTS	UNIT Each 5199-6087	UNIT PRICE	AMOUNT
FOB:	Destination			NET AMT	
ITEM NO 0002	SUPPLIES/SERVICES DRIFTMASTER SHAFT FFP DRIFTMASTER SHAFT PURCHASE REQUEST NU	QUANTITY 2 UMBER: W16ROE-	UNIT Each 5199-6087	UNIT PRICE	AMOUNT

NET AMT

FOB: Destination

		Page Of 14
CERTIFICATION		T 4. (
POC LORETTA PARRIS - TEL: 917-790-818		
POC Walter A. Scott US ARMY CORPS O Technical Questions TELE: 212-264-0170	F ENGINEERS,	
REMITTANCE ADDRESS:		
The services/supplies required are defined as	follows:	
NAICS CODE* 336611 Supply		
SIZE STANDARD \$100,000.00		
FSC CODE* 2010 Ship & Boat Propulsion C	Components	
NAICS*: North American Industry Classifica	tion System	
FSC*: Federal Supply Class: 2010		
In place of Representations and Certifications block below to indicate your status:	offerors shall provide the following inf	formation. Check the applicable
Small Business (SB)	HUBzone	
Emerging Small Business	Large Business	
Small Disadvantaged Business (Must b pending at the SBA.	e certified at the time of its offer or ha	ve a completed SDB application
8a		
Woman-Owned		
Veteran-Owned		

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	Page	Of

14

Disabled Veteran
Educational Institution
HBCU/MI
TAX ID NR.
DUN & BRADSTREET
CAGE CODE
ETHNIC GROUP
Native American
Asian-Pacific American
Black American
Hispanic American
I AM CCR REGISTERED(YES)(NO) (Award may not be made to firms that are not CCR Registered)
(11) may may not be made to minib time are not ever megapicion)

IF YOU DON'T HAVE A DUNS NUMBER YOU CAN ACQUIRE ONE AT NO CHARGE @ 1-800-333-0505.

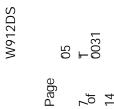
VENDORS USING EDI ARE REMINDED THAT THEY ENSURE THAT THEIR QUOTES ARE SUBMITTED THROUGH THEIR RESPECTIVE NETWORKS IN A TIMELY FASHION. THE QUOTES MUST BE RECEIVED BY THE GOVERNMENT PRIOR TO THE TIME SET FOR CLOSING.

NOTE: VENDORS ARE REQUIRED TO BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) IN ACCORDANCE WITH DFAR 52.204-7004. WEB-SITE www.ccr.gov for registration. **VENDORS MUST BE CCR IN ORDER TO BE CONSIDERED FOR A CONTRACT WITH THE GOVERNMENT.**

REQUEST FOR QUOTES ENCLS:

- 1. Specification
- 2. REQUEST FOR QUOTES PACKAGE MUST BE RECEIVED BEFORE OR BY 23 Sep 2005 @ 12:00 P.M.

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Page 05
6f 7



SPECIFICATION

<u>FURNISH TWO DRIFT COLLECTION VESSEL</u> HAYWARD PROPELLER SHAFTS – June 27, 2005

Definite Workscope

I. GENERAL

Physical Description of Propeller Shafts (Each):

Length: 22'-11"
Diameter: 6-1/2 inches
Sleeves: Two (2)
Sleeve Diameters: 7-3/8 inches

Sleeve Lengths: 31 inches and 42 inches

Keyways: Two (2)

Other Features: Tapered with threaded shanks at both ends

Materials: Shaft: Aquamet 22 Stainless Steel

Sleeves: Bronze

Certification: American Bureau of Shipping

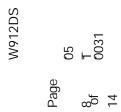
Number of Shafts covered by these specifications: Two (2)

The new shafts shall be machined in accordance with General Ship and Engine Works Drawing Number 1-00012 Sheet #1, which will be provided the contractor at the start of contract work

The contractor shall deliver the shafts to Caven Point Terminal, Jersey City, NJ. The contractor shall keep safe and secure the shafts with all their attachments such as propeller and coupling nuts, keys, key screws and cotter pins II. TOLERANCES

- A. The shaft shall have a straightness of 0.03 inches maximum runout from the shaft's centerline over its entire length..
- B. The contractor shall furnish and install new 316 Stainless Steel keys, key screws and cotter pins. Keys shall be firmly but not tightly screwed into their respective keyways and shall be match-marked with their respective keyways in a manner acceptable to the Contracting Officer's representative and the American Bureau of Shipping onsite surveyor.
- C. The contractor shall furnish and shrink fit new sleeves on the shafts as follows:

The new sleeves shall be located upon the shafts in accordance with General Ship and Engine Works Drawing Number 1-00012 Sheet #1, which will be provided the contractor at the start of contract work.

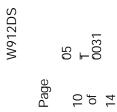


The sleeves shall be bored, honed or ground to have an interference fit of 0.0030 inches minimum and 0.0050 inches maximum in their respective locations upon the shafts. The inside wall straightness of the sleeves shall not vary by more than 0.001 inches along the long axis of the sleeve. The sleeve sizes shall be 7-3/8 inches outside diameter, 6-1/2 inches inside diameter and 42 inches long for the forward end sleeves and 31 inches long for the after end sleeves. Finished sleeve outside diameter tolerances shall be plus 0.000 inches and minus 0.003 inches.

Prior to installing the shaft sleeves the contractor shall measure the final bore sizes of the sleeves and the shaft diameters at the respective sleeve locations in order to conform to the above clearances with the shafts and sleeves at not more than two (2) degrees Fahrenheit apart in temperature. The contractor shall heat the sleeves to not more than 600 degrees Fahrenheit in order to install them upon the shafts.

CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORT	OKATED BT REFERENCE
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items JUN 2005
CLAUSES INCORP	ORATED BY FULL TEXT
52.211-8 TIME O	F DELIVERY (JUN 1997)
(a) The Governmen	t requires delivery to be made according to the following schedule:
REQUIRED DELIVE	ERY SCHEDULE
(Contracting Office	r insert specific details)
Within Days	
After Date	
Item No. Quantity of	of Contract
within the applicabl applicable required reserves the right to offeror offers an ea- required delivery so	ill evaluate equally, as regards time of delivery, offers that propose delivery of each quantity e delivery period specified above. Offers that propose delivery that will not clearly fall within the delivery period specified above, will be considered nonresponsive and rejected. The Government of award under either the required delivery schedule or the proposed delivery schedule, when an ordier delivery schedule than required above. If the offeror proposes no other delivery schedule, the hedule above will apply. SED DELIVERY SCHEDULE
Within Days	
After Date	
Item No. Quantity of	of Contract

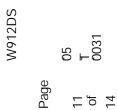


(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

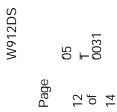
- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.



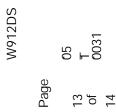
- (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic

Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

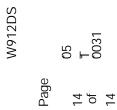


- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.



- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)



252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the	the performance of any contract or subcontract
resulting from this solicitation.	

____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)